

PROFESSIONAL SERVICES CONTRACT

BY AND BETWEEN
GOVERNMENT OF THE VIRGIN ISLANDS,
DEPARTMENT OF PROPERTY & PROCUREMENT
ON BEHALF OF
DEPARTMENT OF HEALTH
AND

**VIRGIN ISLANDS PARTNERS FOR HEALTH COMMUNITIES
D/B/A/ VIRGIN ISLANDS PERINATAL, INC.**

THIS AGREEMENT is made 16th day of October 2015 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property & Procurement on behalf of the Department of Health, Chronic Disease Prevention Program (hereinafter referred to as "Government") and Virgin Islands Partners for Health Communities d/b/a Virgin Islands Perinatal, Inc. (hereinafter referred to as "Contractor").

WITNESSETH:


WHEREAS, the Government is in need of the services of a Contractor to provide assistance in implementing a cardiovascular health program, which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. **SERVICES.** Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this Contract.
2. **TERM.** This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate **SIX MONTHS THEREAFTER.**
3. **COMPENSATION.** The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor a total sum not to exceed **SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00)**, in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this Contract.
4. **TRAVEL EXPENSES.** In addition to the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non – contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$N/A).
5. **RECORDS.** The Contractor, when applicable, will present documented, precise records of time and/or money expended under this Contract.

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6. **PROFESSIONAL STANDARDS.** The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands. Contractor further agrees to adhere to the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.
7. **DOCUMENTS, PRINTOUTS, ETC.** All documents, other than Contractor's work products, books, records, instructional materials, programs, printouts, and memoranda of every description derived there from and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.
8. **LIABILITY OF OTHERS.** Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.
9. **ASSIGNMENT.** The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.
10. **INDEMNIFICATION.** Contractor agrees to investigate, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.
11. **INDEPENDENT CONTRACTOR.** The Contractor shall perform this Contract as an independent Contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.
12. **GOVERNING LAW.** This Contract shall be governed by the laws of the United States Virgin Islands without regard to conflict of interest principles. Any and all suits for the enforcement of this agreement or arising from any breach of this agreement and jurisdiction shall remain in the United States Virgin Islands.
13. **WAIVERS AND AMENDMENTS.** No waiver, modification or amendment of any term, condition or provision of this contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances

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shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the parties hereto and all prior understanding or communications, written or oral, with respect to the Project which is the subject matter of this Contract, are merged herein.
15. **RIGHT TO WITHHOLD.** If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor such sums as Government may deem ample to protect it against loss or to assure payment of claims arising there from, and at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.
- No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable, in the event that such contest is not successful.
16. **CONDITION PRECEDENT.** This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.
17. **TERMINATION.**
- 17.1 Either party will have the right to terminate this Contract with or without cause on thirty (30) days written notice to the other party specifying the date of termination.
- 17.2 Termination shall be effected by delivering to the other party a Notice of Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the 30 days notice.
18. **PARTIAL TERMINATION.** The performance of work under this Contract may be terminated by the Government in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the thirty (30) day notice.
19. **NON-DISCRIMINATION.** No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

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20. CONFLICT OF INTEREST.

- (a) Contractor covenant that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37, of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this contract, in its official capacity;
 - (iii) no financial interest in the contract as that term is defined in section 1101 (1) of said Code chapter.

21. EFFECTIVE DATE. The effective date of this contract shall be the day of execution of the contract by the Governor.

22. NOTICE. Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT

Randolph N. Bennett
Commissioner Designee
Department of Property and Procurement
Sub Base, Building #1, Third Floor
St. Thomas, Virgin Islands 00802
340.774.0828

Phyllis L. Wallace, Ed.D., M.S.
Acting Commissioner
Department of Health
1303 Hospital Ground
St. Thomas, Virgin Islands 00802
340.774.0117

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CONTRACTOR

VI Partners for Healthy Communities
Eukres Y. Rallings, MHA, Executive Director
P.O. Box 698
Christiansted, VI 00821-0698
340.718.8083

23. **LICENSURE.** Contractor covenants that it has:
- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and
 - (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.
24. **FALSE CLAIMS.** Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.
25. **NOTICE OF FEDERAL FUNDING.** Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make, or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.
26. **DEBARMENT CERTIFICATION.** By execution of this Contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.
27. **OTHER PROVISIONS.** Addenda I through IV attached hereto and made a part of this Contract contain other provisions that are made a part of this Contract, and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

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WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

Maureen Blyden

Juan Figueroa for
Phyllis L. Wallace, Ed.D., M.S.
Acting Commissioner
Department of Health

8/20/15
Date

Cynthia Petersen

[Signature]
Randolph N. Bennett
Commissioner Designee
Department of Property and Procurement

10/5/15
Date

CONTRACTOR:

Virgin Islands Partners for Healthy Communities
(FEIN: 66-0609857)

Veronica Rivera Lopez

By:

[Signature]
Eukres Y. Rallings, MHA
Executive Director

07/30/2015
Date

APPROVED:

[Signature]
KENNETH MAPP
GOVERNOR OF THE VIRGIN ISLANDS

Date: 10-16-15

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:

[Signature] Date: 9/22/15

MED. NO.

ACCOUNT CODE NO.

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A. CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of Contract No. _____ entered into between The Department of Property and Procurement, on behalf of The Department of Health, and Virgin Islands Partners for Health Communities

Randolph N. Bennett
Department of Property and Procurement

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ADDENDUM I

SCOPE OF SERVICES

Work Plan : July 1, 2015 –December 31, 2015
Objectives 1 <i>Assess CVD risk factors and CVD diagnosis among program participants</i>
Tasks Establish protocol for patient recruitment Needs assessment /develop health plan/linkage to services Recruit personnel/staff for the program Establish linkages/MOU with needed service providers Establish database/spreadsheet for collecting data of all objectives Establish protocol for collecting data on risk factors from patients Establish baseline for each patient for each risk factor Document CVD rate in the population
Objective 2 <i>Prevent progression from CVD risk factors to CVD diagnosis through risk reduction intervention for program participants.</i>
Tasks Finalize arrangements/schedules for risk reduction interventions; smoking, and exercise Establish database/spreadsheet for collecting data for evaluation Establish protocol for collecting data on progress of risk reduction from patients Collect data from the 25 patients on the above listed risk factors Establish baseline for each patient for each intervention enrolled in. Implementation of risk reduction intervention
Objective 3 <i>Prevent hospitalization and readmission for program participants with a diagnosis of CVD</i>
Tasks Establish database/spreadsheet for collecting data on hospitalization and readmission Establish protocol for collecting data on progress of risk reduction from patients Collect data from the patient population with CVD diagnosis Implement risk reduction intervention
Objective 4 <i>Provide training and technical assistance for cardiovascular health initiative</i>

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Tasks

Establish/organize a schedule for proposed training for clinical providers
Establish and finalize arrangement for the entity that will provide the training
Finalize arrangements for venue of the training.
Organize and finalize CME for the trainings
Organize and finalize plans for materials for the training
Establish database/spreadsheet for collecting data on awareness and knowledge
Establish data collection tool – Pre and post survey /questionnaire
Implement pre-test survey
Implement training
Implement post -test survey

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ADDENDUM II

COMPENSATION

In consideration of the Contractor's satisfactory performance of the services described in Addendum I to this Contract, the Government shall compensate the Contractor as follows:

I. Amount of Compensation:

A total sum not to exceed SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00).

II. Method of Payment:

Contractor shall invoice the Government for services provided. The Government herein commits to utilize its best efforts to ensure the timely payment of all submitted invoices within fifteen (30) days of their receipt. The projected completion of the **CARDIOVASCULAR HEALTH INITIATIVE** is **SIX (6) MONTHS** and shall cost the Government an amount not to exceed **\$ 75,000.00:**

Grant Title: Chronic Disease Prevention Program
Org: 310070L9
Obj: 564100
Project: FU375

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ADDENDUM III

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

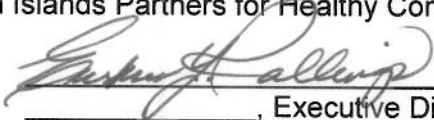
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE #14)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:

Virgin Islands Partners for Healthy Communities

By:

, Executive Director

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Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared Ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting the proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.

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ADDENDUM IV

OTHER PROVISIONS

28. **FUNDING RESTRICTIONS/CANCELLATION.** Both parties acknowledge and agree that should Government funding be limited or restricted, it may affect funding for the Contractor. It is agreed that in the event funding is reduced or restricted, Government shall immediately notify Contractor. In this event, Government will only be obligated to reimburse Contractor for costs already incurred and obligated for payment up to the date of termination by Government. In the event that funds are reduced or restricted, Government and Contractor shall negotiate a new scope of services should the Contractor desire to perform the services required by the reduced level of effort.
29. **NO THIRD-PARTY BENEFICIARIES.** Except as expressly set forth herein, nothing in this Contract is intended or will be construed to confer upon or to give to any third party any rights or remedies by virtue hereof.
30. **SEVERABILITY.** If any provision of this Agreement or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Contract shall be valid and enforceable to the extent permitted by law. If any provision of this Contract is held to be invalid or unenforceable for any reason, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.

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